



DOCKET FILE COPY ORIGINAL

BROADBUDUS INDEPENDENT SCHOOL DISTRICT

'We Strive For Excellence'

P. O. Box 58
Broadbuddus, Texas 75929

Phone 936/872-3041
Fax 936/872-3699

RECEIVED & INSPECTED

NCV 18 2002

FCC - MAILROOM

November 11, 2002

FCC
Office of the Secretary
445-12th Street SW
Washington, DC 20554

REFERENCE: CC Docket Nos. 96-45 and 97-21

The person that can most readily discuss this appeal is

Name: Betty Miller
Address: One Bulldog Plaza
P.O. Box 58
Broadbuddus, TX 75929-0058
Telephone: 936-872-3559
Fax: 936-872-3430
E-Mail: millerb@broadbuddus.esc7.net

This letter is an appeal of the ADMINISTRATOR'S DECISION ON APPEAL. (Funding Year 4: 07/01/2001 - 06/30/2002) dated November 6, 2002/

Applicant Name: BROADBUDUS INDEP SCHOOL DISTRICT
Form 471 Application Number: 214609
Funding Year 4: 07/01/2001 - 06/30/2002
Billed Entity Number: 140789
Funding Request Number: 499286

Enclosed are copies of the original Letter of Appeal to the Schools and Libraries dated December 12, 2001 and a copy of the Administrator's Decision on Appeal--Funding Year 2001-2002. Additional supporting information is enclosed.

I believe that there is a basis for further examination of my application.

- As stated in my letter of appeal Internet Access was checked for the service category, and ESC7NET does provide my Internet Access. I still believe that the change from Internet

No. of Online rec'd
List Attn: [Signature]

FCC

Page 2

November 11.2002

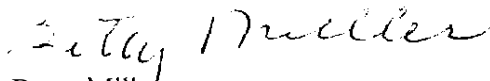
Access to Telecommunications was in error. I am requesting funding for Internet services for FY4

- The Internet Services provided by ESC7NET are for bundled services and video conferencing and telephone service are included in the package whether a school uses them or not. The school does not have a choice of items in the package. They either accept or reject the entire package. The cost of the package from ESC7NET is more cost effective than other providers that do not include these items in the package. These issues are addressed on the USAC Schools and Libraries website under the topic of Ancillary Use. Also in order to use the telephone service, the school's telephone equipment has to be capable of accessing telephone service from ESC7NET. Video equipment has to be present, working, and scheduled at a school to be able to receive video conferencing from ESC7NET.
- I did not select an ineligible provider since I believe that my services are for Internet Access.
- The contract provided during the review application showed that the contract amendment for new services was signed on 10/22/2000, which is prior to the end of the 28-day posting period. This was a multi-year, open-ended contract originally signed on 12/15/1999 with an amendment signed on 10/22/2000. This amendment was not for a new contract, merely to update the original contract. On my 471 for Year 4, I check multi-year contract. When I called SLC about this, they said to be on the safe side to go ahead and post these services on my 470. When I could not put in the date of the contract, I was told to put in the funding dates.

A problem deciding what 470 that it related to arose, because there was an original contract for the third funding year--Form 470 Application #912840000246902. It was posted on 11/1/99 and the contract was signed on 12/15/99. This was after the 28-day posting period. Therefore, I am now stating that my Form 471 relates to Form 470 Application #912840000246902 as contracted under a multi-year, open-ended contract.

Please reconsider my request for funding for Internet Access for Year 4.

Sincerely,


Betty Miller
Contact Person

Authorized as
Restricted
for
Use
in
Court
Proceedings

BROADDUS INDEPENDENT SCHOOL DISTRICT

P.O. Box 58 • One Bulldog Plaza
Broadus, Texas 75929
Phone: 409/872-3041 • Fax: 409/872-3699

December 12, 2001

Letter of Appeal
Schools and Libraries Division
Box 125 - Correspondence Unit
80 South Jefferson Road
Whippany, NJ 07981

LETTER OF APPEAL

The person that can most readily discuss this appeal is

Name: Betty Miller
Address: One Bulldog Plaza
P.O. Box 58
Broadus, TX 75929-0058
Telephone: 936-872-3559
Fax: 936-872-3430
E-Mail: millerb@broadus.esc7.net

This letter is an appeal of the FUNDING COMMITMENT DECISION LETTER (Funding Year 4: 07/01/2001 - 06/30/2002) dated December 4, 2001.

Applicant Name: BROADDUS INDEP SCHOOL DISTRICT
Form 471 Application Number: 214609
Funding Year 4: 07/01/2001 - 06/30/2002
Billed Entity Number: 140789

The FRN 499286 is the subject of my appeal. The Funding Commitment Decision **Explanation:** Service category has been changed from Internet to Telecom. **This PRN is a request for Telecommunications Service from a provider that does not provide telecommunications on a common carrier basis. A copy of the funding Commitment Report for Year 4 is enclosed.**

ESC7NET is my Internet provider and provides me bundled Internet Services. On my 471 I checked Internet Access and ESC7NET does provide me Internet Access. I have received funding for these services for the prior three funding years. A copy of the Funding Commitment Report for Year 3 is enclosed. I have the same contract and receive the Same Internet services as all other schools in the Region VII ESC service area that receive Internet Service from them. Many of these schools have already been funded for year 4.

Letter of Appeal

Page 2

December 12, 2001

I feel that the person that changed my Service category from Internet to Telecom. did so in error. Please reconsider my funding for Internet **Services** for **year 4**.

Sincerely

Hugh Mixon
Superintendent

bwm

Enclosures



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal - Funding Year 2001-2002

November 6, 2002

Hugh Mixon
Broadus Independent School District
P.O. Box 58, One Bulldog Plaza
Broadus, TX 75929

Re: Billed Entity Number: 140789
 471 Application Number: 2 14609
 Funding Request Number(s): 499286
 Your Correspondence Dated: December 12, 2001

After thorough review and investigation of all relevant facts, the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") has made its decision in regard to your appeal of SLD's Year Four Funding Commitment Decision for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 60-day time period for appealing this decision to the Federal Communications Commission ("FCC"). If your letter of appeal included more than one Application Number, please note that for each application for which an appeal is submitted, a separate letter is sent.

Funding Request Number: 499286
Decision on Appeal: **Denied in full**
Explanation:

- You stated on your appeal letter that Internet Access was checked for the service category, and ESC7NET does provide the applicant Internet Access. You felt that the person who changed the service category from Internet Access to Telecommunications had made an error. You are requesting funding for Internet services for FY4.
- Upon review of the documentation Betty Miller faxed on November 26, 2001, it is determined that the applicant does allow video conferencing and telephone services via their T-1 lines. Video Conferencing services are classified as Telecommunications services, which need to be provided by an eligible Telecomm provider that has a common carrier status.

- Your Form 471 indicates that you selected an ineligible telecommunications provider: ESC7Net. FCC regulations provide that only telecommunications carriers are eligible for universal service support. *See* 47 C.F.R. § 54.501(a). FCC regulations define telecommunications carriers as any provider of telecommunications services, and telecommunications services as “the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.” 47 C.F.R. § 54.5(g), (h). Because this mirrors the common law definition of a “common carrier,” the FCC has determined that to be eligible to receive universal service support, the provider must provide telecommunications services on a common carrier basis. *See Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, *Report and Order*, FCC 97-157 ¶ 134 (rel. May 8, 1997).
- SLD’s review of your application determined that the telecommunications provider you selected is not eligible to receive universal service support because it does not provide telecommunications services *on a* common carrier basis. You did not demonstrate in your appeal that the telecommunications provider you selected is an eligible provider.
- The contract provided during the review of the application shows that the contract amendment for new services was signed on 10/22/2000, which is prior to the end of the 28-day posting period. In your Receipt Notification Letter, SLD notified you that the earliest date upon which you could sign a contract or enter into an agreement (your Allowable Contract Date) was 11/02/2000. You have not claimed that this Form 471 relates to a different Form 470 other than the Form 470 cited (502850000297576) on the original application. Consequently, SLD denies your appeal because your application did not comply with the competitive bidding requirement that your Form 470 be posted on the website for 28 days prior to your signing a contract for services or entering into an agreement for new services.
- You signed contract/made arrangements for new services prior to the expiration of the 28-day posting period. FCC rules require that except under limited circumstances, all Forms 470 received be posted on the website for 28 days, and that applicants carefully consider **all** bids received before selecting a vendor, entering into an agreement or signing a contract, and signing and submitting a Form 471. *See* 47 C.F.R. §§ 54.504; 54.511(a), (c). FCC rules **further** require that the Administrator send the applicant a confirmation when the Form 470 **has** been posted, and inform the applicant of the date after which the applicant may sign a contract with the vendor it selects. *See* 47 C.F.R. § 54.504(b)(4). These competitive bidding requirements help ensure that **applicants** receive the lowest pre-discount price from vendors. *See Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Order on Reconsideration, 12 FCC Rcd **10095**, 10098 ¶ **9** (1997). New services include tariff telecommunications services that are NOT subject to **an** existing, binding, written contract.

If you believe there is a basis for further examination of your application, you may file an appeal with the Federal Communications Commission (FCC) via United States Postal Service: FCC, Office of the Secretary, 445-12th Street SW, Washington, DC 20554. If you are submitting your appeal to the FCC by other than United States Postal Service, check the SLD web site for more information. Please reference CC Docket Nos. 96-45 and 97-21 on the first page of your appeal. **The FCC must RECEIVE your appeal WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER for your appeal to be filed in a timely fashion.** Further information and new options for filing **an** appeal directly with the FCC can be found in the “Appeals Procedure” posted in the Reference Area of the SLD web site, www.sl.universalservice.org.

We thank you for your continued support, patience, and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

**INTERLOCAL GOVERNMENTAL AGREEMENT FOR THE PROVISION OF
CONNECTIVITY TO THE EDUCATION SERVICE CENTER, REGION VII
PRIVATE WIDE AREA NETWORK**

BETWEEN

**EDUCATION SERVICE CENTER, REGION VII AND
BROADDUS SCHOOL DISTRICT**

STATE OF TEXAS §

COUNTY OF GREGG §

Education Sei-vice Center, Region VII (“Region VII”) and The Broaddus School District (“District”) enter into the following agreement regarding the provision of connectivity to the Education Service Cenrer, Region VII Private Wide Area Network (“ESC7 Net”):

Witnesseth

WHEREAS, District is an Independent School District located in San Augustine County, Texas;

WHEREAS, Region VII is an educational service center, established pursuant to Texas Education Code (TEC) § 8.001;

WHEREAS ESC7Net is a private wide area network designed to assist school districts in improving student performance and increasing the efficiency and effectiveness of school operations;

WHEREAS, Region VII is given authority to sell its ESC7Net services to District pursuant to TEC § 8.052;

WHEREAS, District is given authority to purchase any service from Region 7 pursuant to TEC § 8.002;

WHEREAS. Region VII and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation **Act**, Texas Gov't. Code § 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, Region VII and District agree as follows:

1. Region VII **will** provide District with access to **ESC7NET**. **ESC7NET** is a wide area network that allows transmission of video, telephone, **fax**, and Internet services.
2. District will accept the **ESC7Net** services provided by Region VII pursuant to **all** the terms of this agreement and the **ESC7Net** Policies set forth by Region VII.
3. District will pay a monthly fee to Region VII for the provision **of** **ESC7Net** services as set forth in **Exhibit "A."**
4. Said payment is to ~~be~~ made on or ~~before~~ the **third** day of each month, at Region VII Education Service Center, whose address is:
P.O. **Box** 1622
Kilgore, Texas 75663-1622
5. If payment is not tendered at the time and under the conditions noted above, the amount due shall bear interest after the due date at the rate of ten percent (10%) per annum.
6. If payment is not tendered at the time **and** under the conditions noted above, District **will** pay on demand all costs of collection, legal expenses, and attorney's fees incurred or **paid** by Region VII in collecting or enforcing this contract.
7. District agrees **not** to resell, transfer, assign, provide or otherwise distribute **ESC7Net** connectivity, or services without written authorization from Region VII ESC.
8. Either party may terminate the agreement at the end of a semester, school term, or summer session by providing the other party with written notice at least thirty (30) days prior to the ~~end~~ of the semester, term, or summer session.
9. This undertaking may expose the parties to some risk of ~~financial or~~ other loss resulting from harms that could happen to (i) individual parties such as students who access the Internet through the equipment provided by Region VII; (ii) either party to this agreement due to security breaches; or (iii) either party to this agreement **arising** from disruption of services due to network outages caused by events such as scheduled or unscheduled maintenance, accidents which sever network connectivity, **or** deliberate sabotage of the network connection by entities outside **REGION VII**. Region VII could **not** agree to provide this access to District if Region VII had to be responsible for **all** the possible financial or other losses of those who might be harmed by District's access to these capabilities. District agrees, therefore, to be responsible for, and to the

extent authorized by the Constitution and laws of the State of Texas, and the Constitution and laws of the U.S. Government, to indemnify REGION VII against, any harms that may happen to third parties or to District resulting from REGION VII's faithful (non-tortious) performance of its agreements hereunder. On the other hand, if harms result to third parties or to District from some negligent act or omission, or otherwise tortious conduct, whether negligent, or grossly negligent, or from copyright infringement on the part of REGION VII will be responsible, and will Indemnify District, to the extent it is authorized to do so under the Constitution and laws of the State of Texas.

10. The Parties agree that Region VII shall under no circumstances be held responsible or liable for situations where the security, stability, or availability of ESC7NET Services is compromised by the District directly, by software or programs provided to Region VII by the District, or by actions Region VII undertakes at the request of the District.
11. The parties agree that Region VII shall under no circumstances be held responsible or Liable for situations where data or transmissions are accessed by third parties through illegal or illicit means, including situations where the data or transmissions are accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to Region VII at the time) which may exist in any software, including software or programs provided to Region VII by the District and any other software utilized by the District in connection with ESC7NET beyond the exclusive control of Region VII.
12. Region VII may provide the District with Equipment or Software to be used by the District in accessing ESC7 Net. The District shall properly use the Equipment or Software provided by Region VII, and the District will provide facilities and security for proper operation and maintenance of, and will not alter, move, connect, or disconnect this Equipment or Software without first calling and obtaining oral approval from Region VII. The District shall be solely liable for any loss or damage to the Equipment or Software caused by the negligence or willful acts of the District or its officers, employees, agents, or contractors, or for loss or damage of the Equipment or Software through theft or vandalism on the District's premises. Moreover, in the event of any alteration, movement, connection or disconnection of or any other tampering or adjustments to the Equipment or Software by the District without the prior express approval of Region VII, Region VII shall be completely released from any liability or obligation (including any warranty or indemnity obligation) to the District arising from or relating to the Equipment or Software that was affected by such action of the District, and the District shall be liable to Region VII for costs or damages incurred by Region VII.
13. Region VII shall not be responsible for the installation, operation, or maintenance of equipment or software not provided by Region VII; nor shall Region VII be responsible for the transmission or reception of information by equipment or software not provided by Region VII.


14. The District shall be responsible for the use and compatibility of equipment or software not provided by Region VII. In the event that the District uses equipment, software, or supplies not provided by Region VII which impairs its use of ESC7NET, the District shall nonetheless be liable for payment to ESC7NET for maintenance needed as a result of equipment failure or performance problems caused by the District's use of equipment, software, or supplies not provided by Region VII. Upon notice from Region VII that the equipment or software not provided by Region VII is causing or is likely to cause hazard or interference, the District shall eliminate the likelihood of hazard or interference. The District shall if necessary be liable for all costs incurred by Region VII to troubleshoot difficulties caused by equipment or software not provided by Region VII.
15. The District agrees that its use of ESC7Net will be in a manner consistent with this Agreement, the Operating Rules, the Policies, and with all applicable laws and regulations, including with limitation, copyright, trademark, and export control laws prohibiting the use of telecommunications facilities to transmit illegal, obscene, threatening, harassing, or other offensive messages. The District acknowledges that Region VII is not responsible for any use or misuse of ESC7Net by the District or its Authorized Users. In particular, the District shall not, nor shall it permit or assist others, to abuse or fraudulently use ESC7Net, including but not limited to the following:
- (a) To obtain or attempt to obtain Network Services by any fraudulent means or device with intent to avoid payments;
 - (b) To access, alter, or destroy any information of another ESC7NET Member by any fraudulent means or device, or attempt to do so; or
 - (c) To use ESC7NET so as to interfere with the use of ESC7NET by other Districts or authorized users.
16. Region VII warrants it will use reasonable care in providing Network Services under this Agreement. Except for maintenance and periods of shut-down caused by equipment, system or power failure, or other causes beyond the reasonable control of Region VII, specifically including periods of shut-down caused by software or programs provided to Region VII by the District, the system will be operational twenty-four (24) hours a day, seven (7) days a week.

17. REGION VII MAKES NO EXPRESS OR IMPLIED WARRANTY OR CONDITION WITH RESPECT TO THE PROGRAMS OR GOODS OR SERVICES TO BE SUPPLIED TO THE DISTRICT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ESC7 NET SERVICES ARE PERFORMED AND DISTRIBUTED ON AN 'AS IS BASIS' WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. NEITHER REGION VII NOR ANY OF ITS SUBSIDIARIES MAKES ANY WARRANTY OR CONDITION RESPECTING THE RESULTS OF ANY PROGRAM OR SERVICES OR THAT ALL ERRORS IN THE PROGRAM OR SERVICES WILL BE CORRECTED, OR THAT THE FUNCTIONALITY CONTAINED IN THE PROGRAM WILL MEET THE DISTRICT'S REQUIREMENTS.
18. IN THE EVENT THAT DATA FURNISHED BY THE DISTRICT OR ANY CLIENT, WHETHER TRANSMITTED VIA ESC7NET OR OTHERWISE, IS LOST OR DESTROYED OR DAMAGED DUE TO THE NEGLIGENCE OF REGION VII, REGION VII'S AGENTS OR EMPLOYEES, THE DISTRICT'S SOLE REMEDY SHALL BE THE REPAIR OR REPLACEMENT BY REGION VII OF SUCH LOST, DESTROYED OR DAMAGED DATA, PROVIDED HOWEVER THAT SUCH REPAIR OR RESTORATION CAN REASONABLY BE PERFORMED BY REGION VII AND PROVIDED. FURTHER, THAT THE DISTRICT FURNISHES REGION VII WITH ALL SOURCE DATA, IN MACHINE READABLE FORM, NECESSARY FOR SUCH REPAIR OR RESTORATION. THE PARTIES ACKNOWLEDGE THAT THE DISTRICT MAY PROVIDE TO REGION VII SOFTWARE OR PROGRAMS TO BE USED BY REGION VII IN ITS PERFORMANCE UNDER THIS AGREEMENT. REGION VII MAKES NO WARRANTY WHATSOEVER REGARDING SUCH SOFTWARE OR PROGRAMS, AND UNDER NO CIRCUMSTANCES WILL REGION VII BE LIABLE FOR, OR WILL ANY INDEMNIFICATION RIGHTS AGAINST REGION VII ARISE OUT OF OR IN CONNECTION WITH, THE SOFTWARE OR PROGRAMS PROVIDED TO REGION VII BY THE DISTRICT.
19. THE PARTIES' SOLE OBLIGATIONS AND LIABILITIES ARE AS STATED IN THIS AGREEMENT AND ALL OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES AND TERMS EXPRESS OR IMPLIED WHETHER BY STATUTE, LAW OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULL EXTENT OF THE LAW.

20. THIS AGREEMENT, INCLUDING ALL MATTERS RELATING TO ITS VALIDITY, CONSTRUCTION, PERFORMANCE, AND ENFORCEMENT, SHALL BE GOVERNED BY LAWS OF THE STATE OF TEXAS. The obligations and undertakings of each of the parties to this agreement shall be performed at Kilgore, Gregg County, Texas. Executed at Kilgore, Gregg County, Texas, on December 15, and 1999 yr.

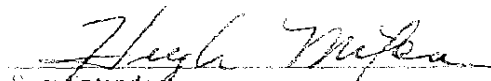
EXECUTED on the 15th day of December, 1999 yr.

Region VII Education Service Center


Dr. Eddie J. Little
Executive Director
Education Service Center Region VII

12-15-99
Date

Broadbush ISD


Superintendent

12-10-99
Date

Contract No. BR10003

AMENDMENT
TO INTERLOCAL GOVERNMENTAL AGREEMENT
FOR THE PROVISION OF PRIVATE WIDE AREA
NETWORK BETWEEN

ESC7NET
AND
BROADDUS
INDEPENDENT SCHOOL DISTRICT

ESC7NET ("ESC7NET") and Broaddus Independent School District ("District") enter into the following agreement regarding the provision of Connectivity to the ESC7NET Private Wide Area Network ("ESC7NET"):

Amendment to contract as follows:

WHEREAS, party known as Education Service Center, Region VII ("Region VII") will hereby be known as ESC7NET ("ESC7NET") and ~~all~~ obligations and undertakings will be executed through such entity for duration of said agreement.

WHEREAS, agreement contract, including all matters relating to its validity, construction, performance, and enforcement, shall be governed by laws of the State of Texas. The obligations and undertakings of each of the parties to this agreement shall be performed at Kilgore, Gregg County, Texas. Executed at Kilgore, Gregg County, Texas on the 1st day of July, 1999 through 30th day of June, 2005, for multi-year contract agreement.

See contract page 2, item 8, for termination policy.


Leon C. Murdoch

Date


Superintendent ISD

10-11-00
Date

HOME CANCEL SAVE & EXIT HELP

FCC Form 470

Universal Service Fund Application for Universal Service Requested and Identification Form

Approval by OMB
3060-0806

Estimated Average Burden Hours Per Response: 5.0 hours

This form is designed to help you describe the eligible economic conditions and services you seek so that this data can be posted on the *Fund Administrator Web Site* and interested service providers can identify you as a potential customer and compete to serve you.

Please fill in before completing

(To be completed by entity that will negotiate with providers.)

Applicant's Form Identifier:

(Insert your own code to identify THIS Form 470)

2001A

Form 470 Application #:

(To be inserted by Fund Administrator)

502850000297576

Block 1: Applicant Address and Identifications
(School, Library, or consortium desiring Universal Service funding.)

1. Name of Applicant: BROADDUS INDEP SCHOOL DISTRICT			
2. Funding Year: 07/01/2001 - 06/30/2002		3. Your Entity Number 140789	
4. Applicant's Street Address, P.O.Box, or Route Number			
a. Street 1 BULLDOG PLAZA			
City BROADDUS	State TX	Zip Code 5Digit 75929	Zip Code 4Digit
b. Telephone number (936) 872 - 3041		c. Fax number (936) 872 - 3699	
d. E-mail Address			
5. Type Of Applicant (Check only one box)			
<input type="radio"/> Library (including library system, library branch, or library consortium applying as a library)			
<input type="radio"/> Individual School (Individual public or non-public school)			
<input checked="" type="radio"/> School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)			
<input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia)			
6a. Contact Person's Name: Betty Miller		Copy 4a-d above to 6b-e below	
Correct and/or add any Contact Person's information below as necessary, then select your preferred mode of contact			
6b. Street Address, P.O.Box, or Route Number (if different from Item 4)			
<input type="radio"/> 1 BULLDOG PLAZA			
City BROADDUS	State TX	Zip Code 5Digit 75929	Zip Code 4Digit

FCC Form 470



Approval by OMB
3060-0806

Entity Number: 140789
Contact Person: Betty Miller

Applicant's Form Identifier: 2001A
Phone Number: 409-872-3559

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):
a. <input checked="" type="checkbox"/> Tariffed services - telecommunicationsservices, purchased at regulated prices, for which the applicant has no signed, written contract. A new Form 470 must be filed for tariffed services for each funding year.
b. <input checked="" type="checkbox"/> Month-to-monthservices for which the applicant has no signed, written contract. A new Form 470 must be filed for these services for each funding year.
c. <input checked="" type="checkbox"/> Services for which a new written contract is sought for the funding year in Item 2.
d. <input checked="" type="checkbox"/> A multi-year contract signed on or before 7110197 but for which no Form 470 has been filed in a previous program year.
NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous program year OR a contract signed on/before 7110197 and reported on a Form 470 in a previous year as an existing contract do NOT require filing of a Form 470 .

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[What's New Archives]

Caution to Applicants Concerning Bundled Eligible and Ineligible Services (12/12/01)

SLD recognizes that some products and services available in the commercial marketplace may contain both eligible and ineligible components, and has developed procedures for accommodating these situations. The two methods for mixed eligibility components are called "cost allocation" and "ancillary use." They are separate and distinct, and are not necessarily available in all cases.

Cost Allocation: Most often, applicants who seek products and services that have a combination of eligible and ineligible components must cost-allocate the components so that requests for funding include only the eligible portion. Item 23 of Form 471 includes columns expressly for this purpose. The document "Cost Allocation Guidelines for Services that Contain Eligible and Ineligible Components," posted in the Reference Area of this Web site, provides further information. Applicants who specifically seek ineligible components, in addition to eligible components, must utilize the cost allocation

First Applicants Electronically Certify Form 470 and Form 471 (11/28/01) Read More »

Tips for Reauesting PINs (11/28/01)

Applicants who would like to electronically certify Form 470 or Form 471 must have a valid User ID and PIN. Following are tips to assist with the PIN request process:

1. Only the authorized person can request a PIN. Only the authorized person named on one of the following forms can apply for a PIN. This means the person named as the authorized person in Form 471 Block 6, Item 36 (for FY2, Item 32) or Form 486 Block 4, Item 14 — NOT the contact person:

- a Form 471 for Funding Year 2 or later that was approved for funding or
- a Form 486 for Funding Year 2 or later that was successfully data entered.

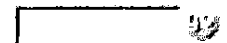
2. The first and last

- How to Apply ▼
- Service Providers ▼
- Reference Area
- SLD Forms
- Funding Commitments ▼
- Site Map
- PIN Request Area

Apply Online
 View Forms

Search Site

Enter Keyword



Get the most out of your search query by viewing Search TIPS!

approach for the request to be approved for funding.

Ancillary Use: In limited circumstances, the principle of ancillary use applies. In such cases, an eligible product or service can include ineligible components on an ancillary basis, and the full package can be eligible for discount if certain conditions are met, such as:

- The package is the most cost-effective bid for the eligible product or service, without considering the ineligible features.
- The package is a standard product offering that includes the ineligible features as an intrinsic part, with no separated pricing available.

SLD has received reports that some applicants have issued Requests for Proposals that require ineligible components as part of the RFP. Applicants are on notice that the cost allocation guidelines must be employed in such cases. The conditional exception for ancillary ineligible services would not apply.

Applicants for Funding Year 5 that have issued a Request for Proposals seeking both eligible and ineligible components, and that have failed to specify the need for separated costs, may avoid denial of their **funding** request by obtaining separate pricing from bidders, and asking for discounts only on eligible products and services. In such cases, the original RFP need not be re-issued and re-competed under SLD policy, assuming that this

names of the authorized person must match the first and last names on file in the SLD database.

Do not enter titles, prefixes, initials, or suffixes in the last name and first name fields, and make sure the last name and first name are entered as they appear in Form 471 Block 6, Item 36 (for FY2, Item 32) or Form 486 Block 4, Item **14**. The PIN verification process uses only a last name and a first name for each authorized person from the SLD database.

For example, Mr. James Doe, R. James Doe, James Doe III, and Father James M. Doe should be entered as follows:

What is your Last Name? Doe

What is your First Name? James

In addition, if the printed name of the authorized person is "James Doe" but the signature used is "Jim Doe" on the Form 471 or Form 486, then James Doe must be entered on the PIN Request Form (see above) to ensure that the name matches the information in the SLD **database**.

- 3. The Entity Number you enter must match the Entity Number featured on the relevant Form 471 or**